such a defense that the defendant is properly protected. *Cf. Atlantic Ry.* v. *Spires* (1907) 1 Ga. App. 22, 57 S. E. 973.

LANDLORD AND TENANT—NEW YORK RENT LAWS.—(1) On April 6, 1920, the plaintiff leased to the defendant, a new tenant, for a term of seventeen months to commence May 1, 1920. The tenant paid rent the first month but not thereafter, alleging the amount to be oppressive. The landlord brought summary proceedings. *Held,* for the defendant, the defense given by N. Y. Laws (1920) cc. 136, 139, not being limited to hold-over tenants. *Stewart* v. *Schattman* (Sup. Ct. App. T. 1921) 65 N. Y. L. J. 253. (2) In March 1920 the plaintiff and the defendant agreed to a lease renewal, rental increased, for a two year term from Oct. 1, 1920. The defendant tenant continued in possession, but when the time came he refused to pay the new amount. In an action for the rent, *held,* for the plaintiff, on the ground that N. Y. Laws (1920) c. 136 was not designed to operate retrospectively. *Sylvan Mortgage Co., Inc.* v. *Stadler* (Sup. Ct. App. T. 1921) 65 N. Y. L. J. 535.

The drastic effect of the Rent Laws upon certain venerable legal relationships causes perplexing problems in statutory construction. Under the *Schattman* case, one who becomes a tenant after the passage of the statute, can, without fear of dispossession, repudiate his undertaking to pay an agreed rental. A hold-over tenant, however, can similarly repudiate his agreement to surrender. *People ex rel. Durham R. Corp.* v. *La Fetra* (1921) 230 N. Y. 429. Legalistically no distinction is apparent. In both instances, assurance of certain conduct obtains the premises for the tenant. But, as a practical matter it may be queried whether in both cases there is the same social and economic justification for permitting repudiation. In the *Stadler* case the statute conferring the defense to the action for rent is not given retrospective effect. But in the *La Fetra* case the statute withholding the remedy of summary proceedings is. Courts are reluctant to construe legislation retrospectively. See *Jacobus* v. *Colgate* (1916) 217 N. Y. 235, 240, 111 N. E. 837; *Huttlinger* v. *Royal Dutch etc. Mail* (1917) 180 App. Div. 114, 115, 167 N. Y. Supp. 158. Should this principle, in view of the situation inducing the Rent Laws, justify a distinction between the application of the remedy whch puts a tenant into the street, and that which merely subjects him to a money judgment for breach of contract?

LIBEL—PRIVILEGE—PUBLICATION TO STENOGRAPHER.—In response to a request by the plaintiff for a letter of recommendation, the defendant dictated to his stenographer a libelous letter addressed to the plaintiff. In an action for libel, *held,* for the plaintiff. *Nelson* v. *Whitten* (D .C., E. D., N. Y. 1921) 64 N. Y. L. J. 2107.

That the libelous statements were published to the stenographer is clear. See *Pullman* v. *Hill & Co.* [1891] 1 Q. B. 524, 527; (1920) 20 COLUMBIA LAW REV. 30, 369. Where the publication to the stenographer is a reasonable means of procuring the communication liability may be avoided on the ground that the main communication is privileged. *Boxsius* v. *Goblet Fréres* [1894] 1 Q. B. 842; *contra, Gambrill* v. *Schooley* (1901) 93 Md. 48, 48 Atl. 730. An occasion is said to be privileged where there is a legal or moral duty to communicate to one having an interest. See *Edmondson* v. *Birch & Co.* [1907] 1 K. B. 371, 380. In the principal case, the defendant was under no duty to tell the plaintiff anything. There is no reason in policy for attaching a privilege to a communication merely because the relationship of master and servant exists, since such a communication may be just as damaging to the plaintiff as if made to a stranger. See *Pullman* v. *Hill & Co., supra.* And, since the main communication was not privileged in the sense that there was no legal or moral duty to communicate to the plaintiff, the court properly held the defendant liable.